

CHICAGO AND



TRANSPORTATION COMPANY

CORPORATE COMMUNICATIONS AND SECRETARY

DIRECT DIAL NUMBER

312/559-6158

RECORDATION NO. 14434-1425

July 22, 1986

JUL 24 1986 -1 20 PM

File No. A-12353

A-397

INTERSTATE COMMERCE COMMISSION

Mr. James H. Bayne  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

No. 6-205A014  
Date JUL 24 1986  
Fee \$ 20.00

ICC Washington, D. C.

Dear Mr. Bayne:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, as amended, attached for recordation are counterparts of Partial Release and Bill of Sale covering Locomotives CNW 6577, CNW 6578, CNW 6587 and CNW 6588 under Conditional Sale Agreement and Agreement and Assignment, both dated September 28, 1984, assigned Recordation No. 14434.

Enclosed is our check for \$10.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterparts each showing recordation data.

Sincerely,

*Lisa M. Fanelli*

Lisa M. Fanelli  
Assistant Secretary

Enclosure

cc: A. E. Keating  
J. V. Jolley  
G. R. Charles  
R. R. DeWitt  
M. R. Jeske

ccf-37k1

ICC OFFICE OF  
THE SECRETARY  
JUL 24 1 27 PM '86  
MOTOR OPERATING UNIT

REGISTRATION NO. 14434 *B* FPM 1425

Counterpart No. 1 of 5

JUL 24 1986 - 1 20 PM

A-12353  
(A-397)

INTERSTATE COMMERCE COMMISSION

PARTIAL RELEASE AND BILL OF SALE

WHEREAS, under the terms of the Equipment Lease (hereinafter referred to as the "Lease") dated September 28, 1984 between NORTH WESTERN LEASING COMPANY (hereinafter referred to as "Lessor") and the CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (hereinafter referred to as the "Lessee") the Lessee assigned and transferred all rights, title and interest of railroad equipment described in Schedule "A" to the Lease to the Lessor;

WHEREAS, NORTH WESTERN LEASING COMPANY has heretofore executed and delivered to KELLOGG CITIZENS NATIONAL BANK OF GREEN BAY (hereinafter referred to as the "Bank") that certain Security Agreement (hereinafter referred to as the "Security Agreement") dated as of September 28, 1984 mortgaging certain railroad equipment described in Schedule 1, to the Security Agreement as security for the indebtedness of the Lessor;

WHEREAS, under the terms of Agreement #1 dated as of December 20, 1984, Schedule 1 was deleted and Schedule A-1 was substituted and Amendment #2 dated as of September 28, 1984, Locomotive CNW 423 replaced released Locomotive CNW 424; and,

WHEREAS, the indebtedness secured by the Security Agreement has been fully paid, discharged and satisfied and the conditions and obligations with respect to Locomotives CNW 6577, CNW 6578, CNW 6587 and CNW 6588 (hereinafter referred to as "Locomotives") have been satisfied in full and the Bank has consented to release the lien of the Security Agreement covering the Locomotives.

NOW, THEREFORE, Bank, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Lessor, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO NORTH WESTERN LEASING COMPANY the Locomotives, TO HAVE AND TO HOLD the Locomotives unto NORTH WESTERN LEASING COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Agreement.

The Bank does hereby covenant that it has not done anything whereby the Locomotives hereby conveyed are or may be in any manner encumbered or charged; that the Locomotives are free and clear of all liens and encumbrances of every kind and nature whatsoever created by the Bank or arising out of any act, obligation or liability on its part. The Bank hereby authorizes removal from the Locomotive of any and all ownership plates and other markings of the Bank.

IN WITNESS WHEREOF, KELLOGG CITIZENS NATIONAL BANK OF GREEN BAY, acting in accordance with the terms and conditions of the aforementioned Security Agreement has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Banking Officer, this 2nd day of July A.D. 1986.

KELLOGG CITIZENS NATIONAL BANK  
OF GREEN BAY

By   
Vice President

(SEAL)

ATTEST:

  
Banking Officer

STATE OF WISCONSIN    }  
                              } SS  
COUNTY OF BROWN     }

On this 2nd day of July 1986, before me personally appeared  
C. J. Gage, Vice President and D.E. Schrader, Vice President  
to me personally known, who, being by me duly sworn, says that they are,  
respectively, a Vice President and a Banking Officer of Kellogg Citizens National  
Bank of Green Bay, a corporation, that the seal affixed to the foregoing  
instrument is the corporate seal of said corporation; that said instrument was  
signed and sealed on behalf of said corporation by authority of its Board of  
Directors, and they acknowledged that the execution of the foregoing instrument  
was the free act and deed of said corporation.

Patricia A. Van Rens  
Notary Public

My Commission Expires:

PATRICIA A. VAN RENS, Notary Public  
My Commission Expires August 10, 1988

